

THE REPUDIATION VETO.

The abuse of prerogative (as it really is, and such prerogative as the Kings of more than one European monarchy dare no longer exercise) in the resort to the veto power by the Executive of the United States, has grown too frequent, and is, in its latest use, too intolerably bad, for us to pass over without a minute examination than we could at the instant give it, the President's Message of the 8th of this month, returning to the Senate the Bill, which had passed both Houses of Congress, providing for the claims of our citizens who suffered by French spoliation prior to the year 1800, and offering the official "reasons" for negating this long-delayed act of justice.

In this Message the President assigns, in obedience to the constitutional provisions, his "reasons" against the Bill and his "objections" to its becoming a law. Now, are reasons and objections, such as these, a compliance with the purpose of the Constitution, or are they only reasons in name, for what is in point of fact an arbitrary, naked, cruel, and unjust exertion of mere sovereign will? And, in place of such, might not the President have, just as decently as to the laws, more respectably as to his own reputation for skill to color a bad act, spoke out in the old words, and said, for his sole reason, "Stat pro ratione voluntas?"

For his first reason, his leading objection, and, as if to convict himself of having no legitimate grounds for what he is doing, the President is at pains to state that the antiquity of the losses, (to be compensated by the bill), the multiplicity of the facts, the extended negotiations to which they gave rise, the brief time left him to look into the merits of the claims, and the pressure upon him of other duties, prevent his having examined the matter in its details. To quote his precise words:

"In attempting to give the bill the careful examination it requires, difficulties presented themselves in the outset, from the remoteness of the period to which the claims belong, the complicated nature of the transactions in which they originated, and the protracted negotiations to which they led between France and the United States. The short time intervening between the passage of the bill by Congress and the official closing of the session, as well as the pressure of other official duties, have not permitted me to extend my examination of the subject into its minute details. But, in the consideration that I have been able to give to it, I find objections of a grave character to its provisions."

Now, Congress, upon full investigation, had recognized the fact of the claims, the principle that we were to pay them, and even the general amount—about how much they were. What, then, was there to ascertain, except those very details which the President in effect avows that he could not inform himself about? The principle and the fact of a debt being ascertained, what was left but to canvass and sift the details; that is, the validity and extent of each particular claim belonging to this body of claims, and making up, when joined to this rest, its gross amount?

"Details," then, not principles, were the impediments to the President's signing this bill—details into which he had not looked—nay, details into which (had there been ever so much time at his disposal) he had no business to enter; for he is not a judge nor a commissioner to pass upon the individual rights arising under a law of the land. "Details!" Why, there were none in the bill. Congress had not undertaken judicially to parcel out each claim on proof: that was to be left to commissioners, a judicial function. Congress had only, after many investigations, nearly all leading to the same result, satisfied itself that there did exist a large and valid body of such claims; that our Government had, upon receipt of ample consideration, placed itself under obligations to satisfy them; and had, with a most tardy faith, at last acknowledged the debt and provided a sum to cover it, leaving, of course, to judicial distribution the proportions in which and the persons to whom the money was to be paid. Does not any one see, then, at a glance, that the Executive's talking about the "details" in a case like this—the items that are to be admitted in favor of this or that individual—is, in effect, little better than saying that he will not sign any law that has details in it?

Multitudes of claims for individual losses, or services, or supplies furnished, come before Congress. It examines them, in their principles, proofs, amounts, through its Committee on Claims. If these report favorably on them, they are usually provided for by what are called "private bills," which that now in question really is, only embracing many persons. The only difference between such cases of single persons and the present are in favor of the latter. For, in the case of the single person, Congress ascertainment in the judicial whole matter, the amount to be paid, and leaves nothing to the surer inquiry of a tribunal; but here the matter was to be submitted to legal examination; and the claim itself possessed this vast superiority over ordinary private ones—that it had been originally preferred by the nation itself, acting for its citizens, against a foreign Power; that the nation had thus vouched for its reality and its extent; but had, for a very important consideration, renounced the claim as against France, and engaged by treaty to pay its citizens the sum which it had been demanding on their behalf. This claim, then, having passed through an adverse examination much severer than any that ordinary private ones are subjected to, is again to be revised, as to payments under it, by judicial agents of some kind or other; so that its dignity is far higher and its merits much better ascertained than can be those provided for by common private bills. And now, all this being incontestably so, will any human being undertake to tell us how, upon his own principles, the President has been able to sign any one private bill of the many that he has this year approved? Did he examine all their "details?" Had he "time" for them? Certainly not; as to them, that he did not desire to do, as he did not, that which he had not the power to do, as to this, is alleged by him as a fatal "objection." Why did he not, then, send in each instance such bills back with a veto, informing the House in which they originated that "he had not time to look into the details of many; that the pressure of other business (wars, subtreasuries, free-trade, and other occupations) does not permit him to indulge in a humdrum investigation, like this, of mere wrongs or debts to our own citizens; that Congress has itself not examined the details of these bills, but left that to be done by only a few committee-men;

and, in short, that he won't sign any thing of which he don't understand all the details, except such as are to carry his own purposes into effect—the Tariff bill, for example, or the Mexican war bill." But what? Is the President in the habit of such strict, such rigid investigation, before he acts? Let us see a little:

"What is the main thing we are about, just now?" "Why, to be sure, a war with Mexico." "And, pray, what are the grounds for that war?" "Why one of them, and conspicuously presented as such in the proclamation prepared for Gen. Taylor, that some of our citizens have just claims against her as these others had against France."

"Well, who got us into this war?" "Mr. Polk, indisputably." "Of course, then, he had 'examined all the details' of those claims, thus gone to war for, had he not?"

"Not at all. How was he to do it? He had not time." A few of the claimants may have stated their own cases to him; but that's no evidence; "his only the beginning of an inquiry. Our life on it, as many of these French claimants have told him their cases; and he is, he must be, just as well informed as to the justice and the amount of each particular claim for French spoliation prior to 1800 as of those against the Mexicans."

"In truth, it would seem so; still, he vetoes the French claims; and he plunges the country into an unnecessary and most costly war with our comparatively weak neighbor with the Mexican ones!"

But let us proceed to his further "reasons" and "objections;" the next that come are as follows:

"For the satisfaction of the claims provided for, it is proposed to appropriate five millions of dollars. I can perceive no legal or equitable ground upon which this large appropriation can rest. A portion of the claims have been more than half a century before the Government, in its Executive or Legislative Departments, and all of them had their origin in events which occurred prior to 1800. Since 1802 they have been from time to time before Congress. No greater necessity or propriety exists for providing for these claims at this time than has existed for nearly half a century; during all this period this questionable measure has never until the present time received the favorable consideration of Congress. It is scarcely probable, if the claim had been regarded as obligatory upon the Government, or constituting an equitable demand upon the Treasury, that those who were contemporaneous with the events which gave rise to it, should not long since have done justice to the claimants. The Treasury has often been in a condition to enable the Government to do so without inconvenience, if the claims had been considered just. Mr. Jefferson, who was fully cognizant of the early discussions between the Government of the United States and France, out of which the claims arose, in his annual Message in 1808 adverted to the large surplus then in the Treasury, and its 'probable accumulation,' and inquired whether it should be 'unproductive in the public vaults,' and yet these claims, though then before Congress, were not recognized or paid. Since that the public debt of the revolution and of the war of 1812 has been extinguished, and at several periods since the Treasury has been in possession of large surpluses over the demands upon it. In 1836 the surplus amounted to many millions of dollars, and, for want of proper objects to which to apply it, it was directed by Congress to be deposited with the States."

Well: first of all, the President is alarmed at an appropriation of five millions for a peaceful object; an object that he does not know to be otherwise; just; which Congress has, after repeated investigations, decided to be so; but appropriations of twenty or thirty millions towards a war, likely to cost at the rate of sixty millions of dollars a year while it lasts, and which every body, even the President himself, knows might have been easily avoided, startle him not in the least!

He can perceive no legal or equitable ground for the appropriation. That, however, is by no means unaccountable; since he has just assured us that he has not been able to make himself acquainted with the grounds of the matter—its "details," by which alone the justice of each case could be learnt. The claims are old, and therefore worthless. But they are younger than either us or Mr. Polk: and we should unwillingly believe that either of us grows less respectable by every added year of life?

The remainder of the paragraph is little else but an argument to prove that a debt, no matter what its justice, should not be paid, for the admirable and moral reason that it has not been paid! "I did not pay you yesterday: therefore I ought not to pay you to-day!" Exquisite logic! Most ingenious ethics! "It cannot be necessary that you should be paid: for, lo! you have not been paid!" Probably, then, if these poor people had been paid forty-four years since, that would be a conclusive reason for now paying them! It is a bad rule, they say, that won't work both ways. Our Government of the time when the treaty by which the Government took upon itself these claims was concluded did not discharge the obligation; and therefore (insists he) their successors ought not to discharge it. It is clear, then, that, as Mr. Van Buren's Administration left behind it some twelve or eighteen millions of unpaid debt, Gen. Harrison's ought not to have provided for liquidating it; and clearer still that, as the Revolutionary Government could not meet its engagements, nor Mr. Madison's the loans of the war of 1812, all these great and old amounts, never settled till about 1834, should have been repudiated! For what is all such doctrine as this but the most arrant repudiation?

The President's next sentence contains an assertion as to fact just about as authentic as these reasonings are respectable:

"During this extended course of time, embracing periods eminently favorable for satisfying all just demands upon the Government, the claims embraced in this bill met with no favor in Congress, beyond the reports of commissions, in one or the other branch. These circumstances alone are calculated to raise strong doubts in respect to these claims; and especially as all information necessary to a correct judgment concerning them has been long before the public. These doubts are strengthened in my mind by the examination I have been enabled to give to the transaction in which they originated."

Being as ill-informed of this whole matter as the Executive avows that he is, he should not have hazarded any assertion. These claims have been, with little exception, always reported on favorably, by the Congressional committees to which referred. Repeatedly, they have been so reported on unanimously. Nor is that all: they have several times passed one or the other House, but then failed in the other, either through want of time to act on them, or by means of some of that opposition which is so easily gotten up, under the popular name of Economy, to defeat directly or destroy by a side blow any thing of large amount.

Mark, however, the ludicrous lapsus of the next sentence of the paragraph: the President said gravely, in the outset, that the matter is a very intricate one, and required much time and labor to comprehend it—more than he could give; and now he avers that "all information necessary to a correct judgment on it has been long before the public."

Every body, then, is or ought to be easily in possession of the general and substantial merits of the thing; and, if so, what excuse is there for a President of the United States, so much less acquainted than others with what he is to act upon, making that want of information his reason for straggling what the Legislature has understandingly done? Does he touch the origin, the foundation, the principle, the history, any more than he has done the details of the claims? He does; but only enough to evade any statement, any examination. For he next takes up and dismisses all that, as he had done the "details" of the bill, by saying—

"The limited time allowed me, before your adjournment, makes it impossible to reiterate the facts and arguments by which, in preceding Congresses, these claims have been successfully resisted."

An arbitrary line alone, a casual date, separates these claims from a subsequent body of French spoliation. These later ones were paid twelve years ago. Accruing under a less outrageous Government, were the cases like to be better founded? Just the contrary. Were we not on the eve of a war about them? Certainly. Yet were not they, too, some thirty years old? Dates say so. But had Congress repeatedly had favorable reports on them? It had never looked into them. Were we under any special pledge of faith to the claimants? Not the least. Had the President "examined into all their details?" The President was General Jackson, whose turn for laborious investigation was not remarkable. But, at any event, why did the claim which he then set up and would have fought for, stop exactly at this date of September 30th, 1800? Notoriously and avowedly because the United States had already received complete compensation, in the acquisition of Louisiana, for all claims before 1800. Have we made this clear?

"The next 'reasons' run as follows:

"The present is a period particularly unfavorable for the satisfaction of claims of so large an amount, and, to say the least of them, of so doubtful a character. There is no surplus in the Treasury. A public debt of several millions has been created within the last few years. We are engaged in a foreign war, uncertain as to its duration, and involving heavy expenditures; to prosecute which war Congress has, at its present session, authorized a further loan. So that, in effect, the Government, should this bill become a law, would have to borrow money and increase the public debt to pay these claims."

"How is that? A period when the flourishing revenue system of the country can be prudently upset—a period when a fresh hard money experiment can be ventured on, is surely a period when we might pay a debt so old, so wrongfully withheld. The measures of the Administration are bad, indeed, if they forbid our paying debts as sacred as this."

What next? Alas! a series of arguments whose shallowness and inconsistency intimate only the dearth of any deeper or more coherent ones:

"It is true," says the Message, "that, by the provisions of the bill, payment is directed to be made in land script instead of money, but the effect upon the Treasury will be the same. The public lands constitute one of the sources of public revenue, and if these claims be paid in land script, it will, from the date of the issue, to a great extent, cut off from the Treasury the annual income from the sale of public lands; because the payments for the lands sold by the Government may be expected to be made in script until it is all redeemed. If those claims be just, they ought to be paid in money, and nothing less valuable. The bill provides that they shall be paid in land script, whereby they are in effect to be a mortgage upon the public lands in the new States—a mortgage, too, held in great part, if not wholly, by non-residents of the States in which the lands lie; who may secure these lands to the amount of several millions of acres, and then demand for their exorbitant prices from the citizens of other States who may desire to purchase them for settlement, or they may keep them out of the market, and thus retard the prosperity and growth of the States in which they are situated. Why this unusual mode of satisfying claimants upon the Treasury has been resorted to, does not appear. It is not consistent with a sound public policy. If it be done in this case, it may be done in all others. It will form a precedent for the satisfaction of all other state and questionable claims, and would undoubtedly be resorted to by all claimants who, after successive trials, shall fail to have their claims recognized and paid in money by Congress."

Did any one ever hear of such reasons as these for not paying a debt? As if well aware that the previous ones can be as convincingly abode that the debt ought not to be satisfied, the Message now proceeds to quarrel with the mode of payment which Congress has devised as that which is easiest for the Government, and will slowly, and not without a loss, eventually reimburse the claimants. The Government—we need not say why—cannot pay in cash; a loan for the purpose the President has declared himself opposed to; and its property—its lands, of which it has so great a dearth—he does not choose to part with; for it occurs to him that they might sell and the money not go into the public pocket! Now, is not here a foe to the Credit System, a patron of Hard Money, that is an example to all debtors? Of a sudden, it strikes him that the claims are perhaps just; and so, not having any money, he is shocked at the thought of paying them in any thing but what is not to be had! Now, really, if the claimants, so long misused, are at last content to take land script, we cannot see why the President should object, unless meaning to give them something better. Such talk is a cruel mockery. As to all the rest, about their becoming "non-resident landholders in the States," "asking exorbitant prices for them," and "retarding settlement by keeping them out of market," it were to be wished that the President had told us why this land script is to be used so differently from any other? or why all others who buy or get the public lands do not make the same dreadful use of them? Are you not afraid to let any public lands be sold?

In half this paragraph the President considers the claims too real and too valuable to allow people to get them in the inadequate shape of land, lest they should ask exorbitant prices for it! But behold, before the end, he pronounces the claims, into which he has not time to look, "stale and questionable!" Oh, mighty Daniel! hast thou a second time "come to judge?" And is it these we have in the Presidency?

Ye plundered Americans, whom the flag of your country did not save from outrage—whom its faith deceived—whom its Chief Magistrate insults for the very length of your wrongs and poverty—go! your rights are STALE! And, no doubt, like other things in that condition, they stink in the nostrils of a President—who says he has not had time to examine into them!

But, humiliated by this review, we turn away from all further commentary on the small remainder of the bill, begging only a little attention to the two first of the closing paragraphs:

"The bill proposes to pay five millions of dollars, to be paid in land script, and commissions 'that no claim or memorial shall be received by the President, or any officer or member of the Treasury, or any other officer or member of the United States, from all other and further compensation than the claimant may be entitled to receive under the provision of the act.' These claims are estimated to amount to a much larger sum than five millions of dollars, and yet the claimant is required to release to the Government all other compensation, and to accept his share of a fund known to be inadequate."

"If those claims be well founded, it would be unjust to the claimants to repudiate any portion of them, and the remaining sum could hereafter be currency. The bill proposes to pay these claims not in the currency known to the constitution, and not to their full amount."

"Passed, as this bill has been, near the close of the session, and when many measures of importance necessarily demand the attention of Congress, and possibly without that full and deliberate consideration which the large sum it appropriates and the existing state of the Treasury and the country demand, I deem it to be my duty to withhold my approval, that I may hereafter be enabled to reconsider the bill, and to give it such consideration as the exigencies of the country may require. I have come to this conclusion with regret. In interposing my objections to its becoming a law, I am truly sensible that it should be an extreme case which would make it the duty of the Executive to withhold his approval of any bill passed by Congress upon the ground of its expediency alone. Such a case I consider this to be."

SALE OF UNITED STATES PROPERTY.

In this morning's Courier, Mr. George Morton, United States agent, advertisements for sale at auction, one yawl boat, three screws, two steamboats, a quantity of timber, spikes, blasting powder, &c. purchased for and used in the work on our harbor and piers. The exposed, dilapidated condition of which is now the subject of so much remark and anxiety. A little more than two hours expense of the Mexican war would suffice to complete our harbor, according to its present plan, or at least render it secure; but Mr. Polk sneers at it as "the mouth of a creek," and says appropriations for its improvement, and the money is, besides, wanted for the war.

Announcements of similar sales are made at the various harbors above us. All the United States property is to be sold off, and for the remainder of Mr. Polk's Administration it is certain—unless the North as one man insists upon its rights—the lives and property of our citizens, and all the vast commerce of the lakes, will be exposed to the full fury of the storms. As if to mock our calamities, light-house will continue to be kept up, marking where ports once were, and a corps of highly scientific engineers will be engaged in making a minute and accurate survey of the lakes. If harbors are unconstitutional, by what right are these surveys made, and what use will they be when completed? By denying us harbors, the surveys become useless, as a matter of course, to both the Government and citizens, and the constitutional rule that forbids harbors apply with equal force to surveys. The wickedness of denying the one is only equalled by the absurdity of pushing forward the other. But, as we have intimated above, let the North present an unbroken front, on this and other questions peculiarly and vitally affecting its interests, and the evil we now have to complain of will soon be remedied.

(Buffalo Advertiser.)

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MELANCHOLY CATASTROPHE.—MR. JOHN WELSH FINCH and his wife met by a calamity—the death of Conrad vs. Williams, which had been some years before the courts, was finally disposed of last week at Hibernia, (New York,) by a verdict for the defendant. The suit was commenced in November, 1842, and at the trial in February following a verdict of \$8,000 was obtained, but a new trial was ordered by the Supreme Court; and on the 10th of March, 1843, the case was again brought on for trial. The jury, who were sworn on Friday evening, reported, at about 10 o'clock, their inability to agree. They were sent out again for further deliberation. At five o'clock on Saturday morning the court was summoned by the court-house bell, and again the jury reported their inability to agree. On the 11th of March, the case was again brought on for trial. The jury, who were sworn on Friday evening, reported, at about 10 o'clock, their inability to agree. They were sent out again for further deliberation. 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